

ENC. TO BUREAU:

3 PHOTOSTATIC COPIES EACH OF CORRESPONDENCE BETWEEN  
EDWARD W. CASE & HISS, AND BETWEEN CASE & CHAMBERS

RE: J. D. WHITTAKER CHAMBERS, wa ETAL  
PERJURY

Kisseloff-24787

74-1333-13

# FEDERAL BUREAU OF INVESTIGATION

Form No. 1

THIS CASE ORIGINATED AT **WASHINGTON, D. C.**

FILE NO. **74-94**

REPORT MADE AT <b>WASHINGTON, D. C.</b>	DATE WHEN MADE <b>10-7-48</b>	PERIOD FOR WHICH MADE <b>10-4, 5-48</b>	REPORT MADE BY <b>LAMBERT G. ZANDER dmh</b>
TITLE <b>J. D. WHITTAKER CHAMBERS, wa Jay Chambers ALGER HISS</b>			CHARACTER OF CASE <b>PERJURY</b>

**SYNOPSIS OF FACTS:** Photostatic copies of correspondence between EDWARD W. CASE and HISS, and between CASE and CHAMBERS obtained from the files of HCUA.

- P -

**REFERENCE:** Report of Special Agent H. EDGAR LENTZ at Baltimore, dated September 10, 1948

**DETAILS:** AT WASHINGTON, D. C.

The correspondence and agreement of sale between EDWARD W. CASE, realtor of Westminster, Maryland, and ALGER HISS and his wife, PRISCILLA HISS, and the correspondence and agreement of sale between CASE and JAY CHAMBERS and his wife, ETHEL CHAMBERS, presently in possession of the House of Representatives Un-American Activities Committee was examined. Photostatic copies of this correspondence and documents were obtained.

**ENCLOSURE TO THE BUREAU:**

Three photostatic copies of the following items:

1. Letter dated November 5, 1935, from 2905 P Street, NW, Washington, D.C., beginning "Dear Sir," and signed, "Very truly yours, PRISCILLA HISS (Mrs. ALGER HISS)."

2. Letter dated April 13, 1936, from 2905 P Street, NW, Washington, D.C., beginning "Dear Mr. CASE" and ending "Very truly yours, ALGER HISS."

APPROVED AND FORWARDED:	SPECIAL AGENT IN CHARGE	DO NOT WRITE IN THESE SPACES	
		<div style="font-size: 2em; font-family: cursive;">74-1333-13</div>	
COPIES OF THIS REPORT  3-Bureau (enc.) 1-USA, Washington, D.C. (enc.) 2-Washington Field			
		Kisseloff-24788	

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3. Agreement of sale, dated April 13, 1936, between EDWARD W. CASE, acting agent for the estate of T. ESTELL SHAW, et al, and ALGER HISS.

4. Letter dated April 16, 1936, from 2905 P Street, NW, Washington, D.C., beginning "Dear Mr. CASE" and ending "Very truly yours, ALGER HISS."

5. Letter dated April 25, 1936, at Washington, D.C., beginning "Dear Mr. CASE" and signed "Very truly yours, ALGER HISS."

6. Letter dated May 5, 1936, at Washington, D.C., beginning "Dear Mr. CASE," and signed "Very truly yours, ALGER HISS."

7. Agreement of sale, dated March 12, 1937, between EDWARD W. CASE, acting agent for Mrs. DAISY A. SHIRKEY, executrix, and ESTHER CHAMBERS, per JAY CHAMBERS.

8. Letter dated June 3, 1937, at 3310 Auchentoroly Terrace, Baltimore, Maryland, beginning "My dear Mr. CASE" and ending "Very truly yours, ESTHER CHAMBERS."

9. Letter dated October 30, 1939, from 228 Earle Avenue, Lynbrook, Long Island, New York, beginning "Mr. EDWARD W. CASE, Main Street, Westminster, Maryland, Dear Mr. CASE" and signed "Very truly yours, ESTHER CHAMBERS."

10. Letter dated November 1, 1937, from 2124 Mount Royal Terrace, Baltimore, Maryland, beginning "Mr. EDWARD CASE, Westminster, Maryland, Dear Mr. CASE," and ending "Yours very truly, ESTHER CHAMBERS."

11. Letter dated November 16, 1937, from 2124 Mount Royal Terrace, Baltimore, Maryland, beginning "Mr. EDWARD CASE, Westminster, Maryland," and ending "Yours very truly, ESTHER CHAMBERS."

ENCLOSURE TO THE UNITED STATES ATTORNEY:

One photostatic copy of the above enumerated items.

P E N D I N G

WFO 74-94

LEAD:

THE WASHINGTON FIELD DIVISION:

At Washington, D. C. will follow and report prosecutive action.

2905 P Street, N.W.

Washington, D.C.

November 5, 1935

Dear Sir,

Referring to a farm  
of thirty eight acres at  
Mazury, Carroll County,  
advertised by you in a  
Baltimore paper, I am anxious  
to find out further details.  
Will you please tell me the  
exact location of the farm  
and by what routes it is  
reached.

Will you also please send  
me a more detailed description  
of the buildings and property.  
Is the property free of mortgages  
and tax liens?

Yours very truly,  
Priscilla Hiss 3  
(Mrs Alger Hiss)

2905 P Street, N.W.  
Washington, D.C.  
April 13, 1936

Dear Mr. Case,

The arrangements  
suggested in your letter are  
satisfactory and I am returning  
an executed copy of the contract of  
sale which you prepared. You will  
note that I have changed the dates  
to conform with the actual date of  
execution and have added a clause  
as to the water.

I should like to have the deed  
drawn so as to vest title in me and in  
my wife, Priscilla Heis, as tenants

Kisseloff-24792

by the entirety. I should also like  
to have you arrange for me to  
take possession a week or two  
earlier than the date you suggest.

I assume that until appraisal  
and purchase of the furniture  
and other personal property I may  
use it rather than move up things  
I may not need. I hope you can  
see to it that the appraisal of  
the personal property is made  
promptly.

I hope to be able to drive up  
to Westminster Thursday morning  
and can settle more of the details  
at that time. My check for \$100 is

enclosed in conformity with  
the contract

Very truly yours,  
Alger Hiss



# AGREEMENT OF SALE

EDWARD W. CASE

Westminster, Md.

AGREEMENT,

made this <sup>13</sup> 8th. day of April in the year one thousand

Nine Hundred and thirty six.

BETWEEN

Edward W. Case Acting Agent for the Estate of T. Estell Shaw and Josephine Amelang her Sister, Deceased.

party of the first part, and

Alger Hiss of 2905 P. Street N.W. Washington D.C.

part Y of the second part; said party of the first

part, in consideration of the sum of (\$ 650.00 ) Six hundred and fifty dollars.

to be fully paid as hereinafter mentioned, hereby agree to sell unto the said part Y of the second part, the following described property:

REAL ESTATE: All of those two tracts of land located in Manchester District Carroll County Md. and containing nine acres 3 roods and 38 Square perches of land more or less, as conveyed to the said first parties now deceased by deed of Annie M. McKenzie and John B. McKenzie her Husband by their deed dated Dec 12th. 1922, and recorded among the land Records of Carroll County Md. in Liber E.M.M. Jr, no 141 Folio 571 etc. and being the same property still titled in the names of the said Shaw & PERSONAL PROPERTY: And Amelang.

Much of the personall property if desired at a low appaized price.

AND THE SAID, part Y of the second part hereby agrees to purchase said property at the said consideration, and pay the same as follows:

Amount paid on execution of this contract: (\$ 20.00 ) Twenty dollars  
\$100.00 One hundred dollars additional cash deposit on or before April 13th. 1936 . \$230.00 Two hundred and thirty dollars when possession is given.  
Additional cash on delivery of deed: (\$ 300.00 )  
Three hundred dollars balance in full for the property when title is given. Payment for personall property when possession is given, in the event any is purchased by second party.  
Mortgage assumed by second party: (\$ None. )

AND THE SAID part Y of the first part, on receiving such payment at the time and in the manner above mentioned, shall at their own proper costs and expenses, execute, acknowledge and deliver, to said part Y of the second part or to his heirs or assigns a proper deed containing a general warranty and the usual full covenants for the conveying and assuring to them the fee simple of the said premises, free from all encumbrances except those mentioned herein: Second party to pay for the deed, title work and recording papers, First party to pay for the stamps on the deed, and court charges for completing title, this title to be completed in such time and manner as prescribed by law, in closing estate of deceased persons.

*Q.H. E.M.L. This contract is conditioned upon the water on the above described premises being determined to be healthful upon analysis by competent chemists or health authorities to be selected by the party of the second part.*

It is mutually agreed that should either party hereto fail or neglect to duly perform their part of this agreement they shall forwith pay and forfeit as liquidated damages to the other party a sum equal to ten per cent of the agreed price of sale, except that if said agreed price is less than \$2,000 said sum shall be \$200. As and when possible to deliver same.

Deed shall be delivered on the ..... day of ..... 19 at ..... o'clock M. at the office of EDWARD W. CASE, in the City of Westminster, Md.

THE RISK OF LOSS or damage by fire or the act of God prior to the consummation of this contract is hereby assumed by the parties of the first part to the extent that in the event of such loss the second parties will accept the amount of insurance received by first parties account said loss as a credit against the purchase price as full settlement for said loss.

*Q.H. E.M.L.* Possession to be given on or before the <sup>15th</sup> 1st. day of April 19 36

AND IT IS UNDERSTOOD that the stipulations aforesaid are to apply to and bind the heirs, executors, administrators and assigns of the respective parties.

IN WITNESS WHEREOF, the parties hereto have set their hands, the day and year first above written.

TEST:

*Lee Esh*

Witness

*Russell Hiss*

Witness

*Edward W. Case* (SEAL)  
acting First Party agent for

*The above principals* (SEAL)  
First Party

*Alger Hiss* (SEAL)  
Second Party

*Kisseloff* (SEAL)  
Second Party

2905 P Street, N.W.  
Washington, D.C.  
April 16, 1936

Dear Mr. Case,

The washer on the plunger of  
the pump has worn out and as I  
didn't want to have the outside  
spring tested I have put off getting  
the test until I can get the pump fixed.

I left a few personal belongings  
that I brought up today on the cot in  
the downstairs front room.

Very truly yours  
Alger Hiss

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April 25, 1936  
Washington, D.C.

Dear Mr. Case,

I was disappointed to receive the news that one of Mrs. Shaw's heirs may not wish to dispose of her interest in the property. As my interest in the place lies in its possibilities for spring and summer occupation and as I feel that much must be done to the premises before they are really habitable, I shall not wish to continue negotiations much longer, but will look elsewhere - probably nearer Washington.

I shall appreciate your notifying me promptly of any further developments.

2905 P. V. H. W.

Very truly yours,

Alger Hiss

Washington, D.C.

May 5, 1936

Dear Mr. Case,

Your letter of April 22 and earlier letters contained the information that <sup>executed</sup> no copy of any will of Mrs. Shaw's had been found. They further indicated that her sister, Mrs. Shirley, was one of the heirs and stated that she had so far refused to consent to a sale of the property. Your two later letters did not show any change in these fundamental facts. The belief of the attorneys that it would be safe to assume title could eventually be secured was apparently based on the assumption that the Orphans Court would determine the will had been executed and lost and would admit an unexecuted copy to probate.

I would not be willing to take possession and make the necessary repairs on the basis of this assumption. Consequently, I have not thought it worth the time to make another trip to discuss other matters which depend upon the title being straightened out and have been waiting to hear further from you as to developments in connection

with the latter question. If my assumption as to the basis of Mr. Walsh's opinion and that of Mr. Amelang's attorney is incorrect I should like to have Mr. Walsh write to me as to the actual reasons why he believes the title will eventually be cleared.

As I wrote earlier to you, I had assumed you had authority to close the matter promptly and will not be interested in waiting much longer for the title to be cleared. Will you please let me know promptly what the situation is.

Very truly yours,

Alger Hies

# AGREEMENT OF SALE

EDWARD W. CASE

Westminster, Md.

AGREEMENT,

made this 12th day of March in the year one thousand

Nine Hundred and twenty seven

BETWEEN

Edward W. Case Acting agent for Mrs Daisy A Shirkey, she the executrix for the estate of her Sister T. Estell Shaw. deceased

party of the first part, and

Ester Chambers wife of Jay Chambers

part Y of the second part; said part Y of the first

part, in consideration of the sum of (\$ 650.00 ) Six hundred and Fifty and no /100 dollars

to be fully paid as hereinafter mentioned, hereby agree to sell unto the said part Y of the second part, the following described property:

REAL ESTATE: All of her real estate and personall property contained in her ten acre place located about 10 miles North of Westminster and adjoining the lands of Wayne Miller Mr Feaser and others. including all the furnitur and wood etc now in the said dwelling on the property so sold.

PERSONAL PROPERTY: The personall property contained in the residence.

AND THE SAID, part Y of the second part hereby agrees to purchase said property at the said consideration, and pay the same as follows:

Amount paid on execution of this contract: (\$ 40.00 ) Forty dollars

\$285.00 to be paid within 30 days of this date.

Additional cash on delivery of deed: (\$ \$325.00) This to be as soon as the estate can be administrated on and title completed, and this not to be less than seven months from this day and date.

Mortgage assumed by second party: (\$ )

AND THE SAID part ies of the first part, on receiving such payment at the time and in the manner above mentioned, shall at their own proper costs and expenses, execute, acknowledge and deliver, to said part iy of the second part or teler heirs or assigns a proper deed containing a general warranty and the usual full covenants for the conveying and assuring to them the fee simple of the said premises, free from all encumbrances except those mentioned herein: First party to pay the taxes up to and including June 30th 1937 . and the stempas on the deed , second party to pay for the deed and title work if the desire any and for the recoeding the ~~and~~ deed  
Kisseloff-24800

It is mutually agreed that should either party hereto fail or neglect to duly perform their part of this agreement they shall forwith pay and forfeit as liquidated damages to the other party a sum equal to ten per cent of the agreed price of sale, except that if said agreed price is less than \$2,000 said sum shall be \$200.

Deed shall be delivered on the .as above provided for.....19 at ..... o'clock M. at the office of EDWARD W. CASE, in the City of Westminster, Md.

THE RISK OF LOSS or damage by fire or the act of God prior to the consummation of this contract is hereby assumed by the parties of the first part to the extent that in the event of such loss the second parties will accept the amount of insurance received by first parties account said loss as a credit against the purchase price as full settlement for said loss.

Possession to be given on or before the 12th day of March 1937  
This posession is given with the understanding and agreement the \$285. will  
AND IT IS UNDERSTOOD that the stipulations aforesaid are to apply to and bind the heirs, executors, administrators and assigns of the respective parties. be paid within 30 days of this date.

IN WITNESS WHEREOF, the parties hereto have set their hands, the day and year first above written.

TEST:

Edward W. Case agent (SEAL)  
First Party

Witness

Christine P. Case

Witness

..... (SEAL)  
First Party

Ester Chambers (SEAL)  
Second Party per Jay Chambers

..... (SEAL)  
Second Party

3310 Auchentoroly Terrace, Baltimore, Md  
June 3, 1937.

My dear Mr. Case,

A notice of the Collector of State and County taxes,  
nailed to the front of the Estella Shaw place, lists the  
following taxes in arrears:

1934	-	\$9 <sup>2</sup> / <sub>22</sub>
1935	-	\$9.46
1936	-	\$8.95

The total taxes in arrears with interest being \$27.63

We understood that taxes were to be paid out of the  
first payment which we made you on the place. Please let  
us know at once about this, as the tax notice is dated May 24  
and action is due thirty days thereafter.

Very truly yours,

*Esther Chambers*

Esther Chambers

228 Earle Avenue,  
Hempstead, L. I., N. Y.  
October 30, 1939.

Mr. Edward W. Case,  
Main Street,  
Westminster, Md.

Dear Mr. Case,

It is now more than the 30 days  
required, since Mr. Shoemaker posted the notice of  
tax arrears on the Estelle T. Shaw farm.

Will you therefore, see to it that  
the sale is advertised so that there may be  
no further delays to a final settlement.

We are prepared to pay the balance  
your contract as soon as we hear from you  
that the title is clear. Kindly notify us at the  
above address when you can make the final trans-  
action.

Very truly yours,  
Esther Chambers.

Kisseloff-24802



2124 Mount Royal Terrace, Baltimore, Md.,  
Nov. 1, 1937.

Mr. Edward Case,  
Westminster, Md.

Dear Mr. Case,  
Please note the change in our address.

I should very much appreciate if you will let us know what progress has been made in settling the Shaw property. A very long time has passed since the matter was to have been arranged, and, it seems to me, I have been quite patient. Now I must ask you to keep me informed as to what is being done.

Also, please send me Mrs. Shirkey's address.

Yours very truly,

*Ether Chambers*

Kisseloff-24803

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21 24 Mount Royal Terrace, Baltimore, Md.,  
Nov. 16, 1937.

Mr. Edward Case,  
Westminster, Md.

My dear Mr. Case,

Kindly answer my letter asking what progress you  
have made about the Shaw place, and Mrs. Shirkey's address.

Your failure to let us know at all what is being  
done, your failure to pay the taxes as agreed, and your  
failure to answer a simple letter, certainly leave one  
wondering what is going on.

Yours truly,

Esther Chambers

*Esther Chambers*

74-1333-13



2905 P Street, N.W.  
Washington, D.C.  
April 13, 1936

Dear Mr. Case,

The arrangements suggested in your letter are satisfactory and I am returning an executed copy of the contract of sale which you prepared. You will note that I have changed the dates to conform with the actual date of execution and have added a clause as to the water.

I should like to have the deed drawn so as to vest title in me and in my wife, Priscilla His, as tenants

Kisseloff-24806

by the entirety. I should also like  
to have you arrange for me to  
take possession a week or two  
earlier than the date you suggest.

I assume that until appraisal  
and purchase of the furniture  
and other personal property I may  
use it rather than move up things  
I may not need. I hope you can  
see to it that the appraisal of  
the personal property is made  
promptly.

I hope to be able to drive up  
to Westminster Thursday morning  
and can settle more of the details  
at that time. My check for \$100 is

Kisseloff-24807

enclosed in conformity with  
the contract

Very truly yours,

Alger Hiss

Kisseloff-24808

74-1333-13  
Kisseloff-24809

2905 P Street, N.W.  
Washington, D.C.  
April 16, 1936

Dear Mr. Case,

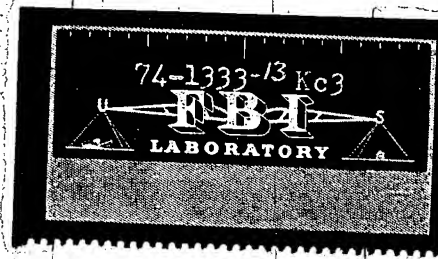
The washer on the plunger of  
the pump has worn out and as I  
didn't want to have the outside  
spring tested I have put off getting  
the test until I can get the pump fixed.

I left a few personal belongings  
that I brought up today on the cot in  
the downstairs front room.

Very truly yours  
Alger Hiss







April 25, 1936  
Washington, D.C.

Dear Mr. Case,

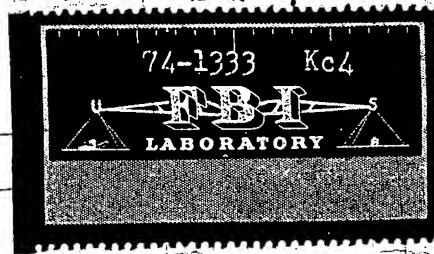
I was disappointed to receive the news that one of Mrs. Shaw's heirs may not wish to dispose of her interest in the property. As my interest in the place lies in its possibilities for spring and summer occupation and as I feel that much must be done to the premises before they are really habitable, I shall not wish to continue negotiations much longer, but will look elsewhere - probably nearer Washington.

I shall appreciate your notifying me promptly of any further developments.

2905 P. S. H. W.

Very truly yours,

Alger Hiss



Washington, D.C.  
May 5, 1936

Dear Mr. Case,

Your letter of April 22 and earlier letters contained the information that <sup>executed</sup> no copy of any will of Mrs. Shaw's had been found. They further indicated that her sister, Mrs. Shirley, was one of the heirs and stated that she had so far refused to consent to a sale of the property. Your two later letters did not show any change in these fundamental facts. The belief of the attorneys that it would be safe to assume title could eventually be secured was apparently based on the assumption that the Orphans Court would determine the will had been executed and lost and would admit an unexecuted copy to probate.

I would not be willing to take possession and make the necessary repairs on the basis of this assumption. Consequently, I have not thought it worth the time to make another trip to discuss other matters which depend upon the title being straightened out and have been waiting to hear further from you as to developments in connection

with the latter question. If my assumption as to the basis of Mr. Walsh's opinion and that of Mr. Amalano's attorney is incorrect I should like to have Mr. Walsh write to me as to the actual reasons why he believes the title will eventually be cleared.

As I wrote earlier to you, I had assumed you had authority to close the matter promptly and will not be interested in waiting much longer for the title to be cleared. Will you please let me know promptly what the situation is.

Very truly yours,  
Alger Hiss

74-1333-13